

EXHIBIT A

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Civil Docket; Case 2015-CV-0034-A; Inj or Damage Other Than Motor Vehicle

Raul Chapa and Eloisa Chapa v. State Farm Lloyds

Filed 01/28/2015 - Disposition:

197th District Court, District Clerk, Willacy County, Texas

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Date	Description/Comments	Reference	Typ	Amount
01/28/2015	Plaintiff's Original Petition		TXT	
01/29/2015	Citation Issued 01/29/2015 to Rendi Black c/o State Farm (cmrrr)		"	
02/13/2015	Return Citation-Served 02/06/2015 on Rendi Black c/o State Farm Filed 02/13/2015		"	
03/06/2015	Defendant State Farm Lloyds' Original Answer		"	

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35-250V-676

Citation

THE STATE OF TEXAS

To: Rendi Black
c/o State Farm
17301 Preston Road
Dallas, TX 75252-5727

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FEB 10 2015
EXECUTIVE

Defendant in the hereafter styled and numbered cause 2015-CV-0034-A

YOU ARE HEREBY COMMANDED to appear before the 197th District Court of Willacy County, Texas to be held at the courthouse of said county in the City of Raymondville, Willacy County, Texas, by filing a written answer to the Original Petition of Plaintiffs Raul Chapa and Eloisa Chapa at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this citation, in cause number 2015-CV-0034-A styled *Raul Chapa and Eloisa Chapa vs. State Farm Lloyds* filed in said court on this the 28th day of January, 2015.

Plaintiffs are represented by Jose R. Guerrero whose address is 1001 S. 10th Street, Tiffany Plaza, Executive Business Center 1, Suite 221, McAllen, TX 78501.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the
29th day of January, 2015

Gilbert Lozano
District Clerk
of Willacy County Texas
576 W. Main, Ste. 102
Raymondville, Texas 78580

By [Signature]
Deputy

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NOTICE

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.



COPY

CAUSE NO. 2015-CV-0034-A

RAUL CHAPA AND ELOISA CHAPA § IN THE DISTRICT COURT

VS. § WILLACY COUNTY, TEXAS

STATE FARM LLOYDS § 197th JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW RAUL CHAPA AND ELOISA CHAPA, Plaintiffs in the above-numbered and entitled cause and complain of Defendant STATE FARM LLOYDS (hereinafter "**Defendant State Farm**") and for cause of action respectfully show the following:

I.

This is a discovery level II case.

II.

Plaintiffs are residents of Willacy County, Texas. The Plaintiffs' property that was damaged is located in Willacy County, Texas, and the incident causing the damage to Plaintiffs' property made the basis of this cause of action occurred in Willacy County, Texas. Therefore, venue of this lawsuit properly fixed in Willacy County, Texas under authority of Tex. Civ. Prac. & Rem. C §15.002(1).

XII.

Defendant is an entity licensed by the Texas Department of Insurance as a Lloyds company authorized to sell property and casualty insurance in Texas. Defendant may be served with process in this case by serving its registered Attorney for Service via certified mail, return receipt

C:\MyDocuments\MyFiles\Litigation\R.Chapa\Orig-Petition.RBC

//13-017G//

Page 1

FILED

JAN 28 2015

Gilbert Lozano, Dist. Clerk, Willacy Co.
By _____ Deputy

requested at the following address:

**Rendi Black
c/o State Farm
17301 Preston Road
Dallas TX 75252-5727**

IV.

From on or about sometime in 2011 to the present, the Plaintiffs have noticed that their dwelling, located at 13132 Chapa Road, Lasara, Texas, has been showing signs of progressive damage in the form of cracks in the interior drywall sheathing, buckling floors, jamming windows, and jamming interior doors. The Plaintiffs allege that the damage was the result of the home's foundation shifting or settling due to a water leak from the dwelling's plumbing system. The amount of damage sustained by Plaintiffs on the occasion in question is in excess of the jurisdictional limits of this court.

V.

Prior to the occurrence set forth in paragraph IV, above, and made the basis of this lawsuit, Plaintiffs had purchased from the Defendant a property insurance policy to protect them from damage loss to their dwelling of the type and nature that it sustained on the occasion in question (hereinafter the "Insurance Policy"). In return for payment of valuable consideration that was dutifully paid by Plaintiffs to Defendant, Defendant became contractually obligated under the Insurance Policy to pay Plaintiffs for any covered loss they might sustain to their dwelling during Insurance Policy's coverage period. At all times material to this action, the Insurance Policy was in full force and effect.

VI.

On or about February 13, 2013, Plaintiffs submitted a claim to Defendant for coverage

under the Insurance Policy for the damage sustained by their dwelling structure on the occasion in question. Despite the fact that the damage sustained by Plaintiff's dwelling structure was a covered loss under the Insurance Policy, on or about May 10, 2013, the Defendant denied the Plaintiffs' claim, in writing, as not being a covered loss under the Insurance Policy. By failing to pay the Plaintiffs' claim, as it was obligated to do under the Insurance Policy, the Defendant has breached its agreement with the Plaintiffs.

VII.

The Plaintiffs will show that as a result of Defendant breaching its insuring agreement with them, Plaintiffs have sustained property damages in excess of Twenty-Five Thousand Dollars (\$25,000). Plaintiffs will further show that they have fully complied with all the terms of the insurance policy, as a condition precedent to bringing this suit. Nevertheless, the Defendant has failed and refused, and still fails and refuses to pay any benefits under the Insurance Policy as Defendant is contractually required to do.

VIII.

The Plaintiffs have been required to obtain the services of the undersigned legal counsel to bring this suit in protection of their interests. Plaintiffs are, therefore, entitled to recover from Defendant the sum of not less than \$25,000.00 to compensate them for their reasonable attorney's fees incurred prosecuting this claim against the Defendant. In the event of an appeal to the Court of Appeals, Plaintiffs would further be entitled to recover \$15,000.00 from Defendant, as a reasonable attorney's fees; in the event of a Petition for Review to the Texas Supreme Court, Plaintiffs would be entitled to recover \$7,500.00 from Defendant, as a reasonable attorney's fees; and in the event the Texas Supreme Court grants discretionary review, Plaintiffs would be entitled to recover

\$12,500.00 from Defendant, as reasonable attorney's fees.

IX.

Plaintiffs hereby tender their jury fee and demand a trial by jury on all issues so triable in this cause.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendant be cited to appear and answer, and that after trial on the merits of this suit, by judgment of this Court, the Plaintiffs be granted the following relief:

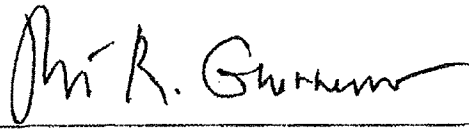
1. All actual and special damages prayed for herein and awarded by the trier of fact;
2. Prejudgment interest at the maximum rate allowed by law;
3. Post-judgment interest at the maximum rate allowed by law, until judgment is paid.
4. Reasonable attorney's fees, as allowed by law.
5. Costs of suit.
6. Such other and further relief at law or in equity, general or special, to which Plaintiff may be justly entitled.

Respectfully submitted,

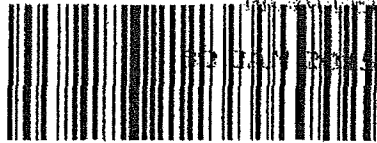
GUERRERO LAW FIRM

1001 S. 10th Street
Tiffany Plaza
Executive Business Center 1, Suite 221
McAllen, Texas 78501

Phone: (956)457-0444
Fax: (866)459-6571
Email: jrguerrero@thejrglawfirm.com

By: 
JOSE R. GUERRERO
State Bar No. 08581427
ATTORNEY FOR PLAINTIFFS

GILBERT LOZANO
DISTRICT CLERK
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RAYMONDVILLE TEXAS 78580



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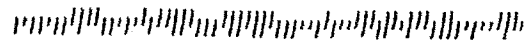
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Rendi Black
c/o State Farm
17301 Preston Road
Dallas, TX 75252-5727

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75252-5727



CAUSE NO. 2015-CV-0034-A

RAUL CHAPA AND ELOISA CHAPA,
Plaintiffs

v.

STATE FARM LLOYDS,
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

197th JUDICIAL DISTRICT

WILLACY COUNTY, TEXAS

DEFENDANT STATE FARM LLOYDS' ORIGINAL ANSWER

NOW COMES Defendant State Farm Lloyds and files its Original Answer, and would respectfully show as follows:

I.

Defendant generally denies each and every allegation contained in Plaintiffs' Original Petition pursuant to Texas Rule of Civil Procedure 92, and demands strict proof thereof by a preponderance of the credible evidence.

II.

WHEREFORE, PREMISES CONSIDERED, Defendant State Farm Lloyds respectfully prays for a judgment that Plaintiffs take nothing, that Defendant recover all its costs, and that Defendant be granted all other relief, at law and in equity, to which it may be justly entitled.

4:49 p.m.
FILED

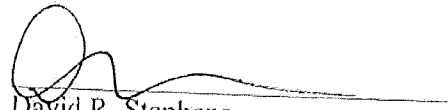
MAR 06 2015

Gilbert Lozano, Dist. Clerk, Willacy Co.
By *[Signature]* Deputy

Respectfully submitted,

LINDOW • STEPHENS • TREAT LLP

By:



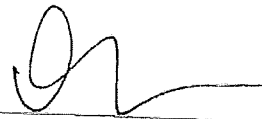
David R. Stephens
State Bar No. 19146100
One Riverwalk Place
700 N. St. Mary's St., Suite 1700
San Antonio, Texas 78205
Telephone: (210) 227-2200
Facsimile: (210) 227-4602
dstephens@lstlaw.com

Counsel for Defendant State Farm Lloyds

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant State Farm Lloyds' Original Answer was served by facsimile and/or electronic service on the 6th day of **March 2015**, upon the following counsel of record:

Jose R. Guerrero
GUERRERO LAW FIRM
1001 S. 10th Street
Tiffany Plaza
Executive Business Center I, Suite 221
McAllen, Texas 78501



David R. Stephens